



# CLARK COUNTY STAFF REPORT

**DEPARTMENT:** Community Development – Fire Prevention Bureau

**CONTACT PERSON:** Jonathan Dunaway – Fire Marshal

**DATE:** October 28, 2014

**REQUEST:** Modify the Fire Marshal interlocal agreement with the City of Battle Ground to reflect more accurately a total maximum compensation for hourly billing for the 2015 / 2016 biennium.

**CHECK ONE:**                      X   Consent                           CAO

## BACKGROUND

For many years, Clark County has had an interlocal agreement with the City of Battle Ground to provide various fire prevention services within the city. Most recently, those services have included performing fire-related plan review for new buildings, conducting inspections related to new construction, and performing fire investigations to determine the origin and cause of fires occurring within the city at the request of the Fire Chief or Police Chief.

The amendments outlined in this latest proposal make very minor changes to the agreement and result in no fiscal impacts to either jurisdiction.

## COMMUNITY OUTREACH

No community outreach is needed.

## BUDGET AND POLICY IMPLICATIONS

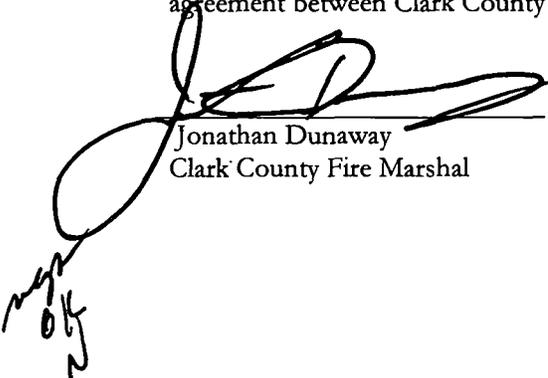
There are no budget or policy implications with the modifications proposed.

## FISCAL IMPACTS

Yes (see attached form)                     No

## ACTION REQUESTED

Staff recommends that the Board of County Commissioners approve this modified interlocal agreement between Clark County and the City of Battle Ground.

  
Jonathan Dunaway  
Clark County Fire Marshal

Approved:   
CLARK COUNTY  
BOARD OF COMMISSIONERS

NOV. 18, 2014                    SR 254-14

# FISCAL IMPACT ATTACHMENT

## Part I: Narrative Explanation

I. A – Explanation of what the request does that has fiscal impact and the assumptions for developing revenue and costing information

## Part II: Estimated Revenues

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
<b>Total</b>						

II. A – Describe the type of revenue (grant, fees, etc.)

## Part III: Estimated Expenditures

III. A – Expenditures summed up

Fund #/Title	FTE's	Current Biennium		Next Biennium		Second Biennium	
		GF	Total	GF	Total	GF	Total
<b>Total</b>							

III. B – Expenditure by object category

Fund #/Title	Current Biennium		Next Biennium		Second Biennium	
	GF	Total	GF	Total	GF	Total
Salary/Benefits						
Contractual						
Supplies						
Travel						
Other controllables						
Capital Outlays						
Inter-fund Transfers						
Debt Service						
<b>Total</b>						

**INTERLOCAL AGREEMENT TO PROVIDE  
SERVICES AS FIRE MARSHAL**

Com 14-56

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 18<sup>th</sup>  
day of NOV., 2014, by and between the COUNTY OF CLARK, a  
municipal corporation, hereinafter referred to as "County," and the CITY OF  
BATTLE GROUND, a municipal corporation, organized under the laws of  
the State of Washington, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, the County and City are desirous of continuing their  
mutual agreement wherein the County provides certain services through its  
Fire Prevention Bureau; and,

WHEREAS, both the City and County have adopted the International  
Fire Code and said International Fire Code is directly applied to specific  
occupancies within the City and County; and,

WHEREAS, the operation and application of said International Fire  
Code has achieved a successful program based on orderly and sound fire

safety principles which have inured themselves to the citizens of Clark County, and Battle Ground, and

WHEREAS, the city desires to continue this successful program for orderly and sound fire safety principles with respect to specific occupancies within its incorporated limits, and,

WHEREAS, the purpose of this agreement is to authorize the County to continue acting on the City's behalf, and is a proper subject for an agreement under RCW 39.34 providing for cooperation between government entities,

NOW, THEREFORE, it is mutually agreed as follows:

1. Service to be rendered. County, through its Fire Prevention Bureau, shall provide to the City the administrative and support services necessary for the application of the City's Fire Code and ordinances relating to the fire protection and the storage, use or handling of hazardous materials as set out below.

A. New Construction and Land use or Development:

Generally, the County shall review plans submitted for new land development or building construction and conduct related onsite inspections to assure compliance with approved plans and the International Fire Code, as adopted and amended by the City with regard to fire protection. Land Use reviews shall be at the specific request of the City. When requested and if the county has available staff, County will conduct construction inspections when building permits are required and the building plans have been reviewed by the County.

B. Existing Occupancy Inspection: The periodic inspection of existing occupancies, facilities and structures shall be conducted as requested by the City.

C. Hazard Abatement: Inspection and technical support necessary to abate identified fire hazards will be provided as requested by the City.

D. Fire Cause Determination: County will investigate to determine the origin and cause of fires occurring within the City when requested by the City or its designee fire chief.

E. Incendiary Fire Investigation: County will investigate or assist in the investigation of incendiary fire when requested by the chief of police.

F. Code Development and Maintenance: County may provide technical support to facilitate the adoption of amendment of City codes and ordinances. The City agrees to notify the County of any local amendments to the Fire Code.

G. Special Fire Code Reviews and Approvals: Specialized systems shall be installed via permits reviewed, issued and fees charged through the County's permitting process. Such systems include: automatic fire extinguishing systems, standpipes, fire alarms, flammable and combustible liquid storage and delivery, spraying or dipping, LP gas, and hazardous materials. Fees charged for these permits shall follow those set forth in Clark County Code, Chapter 6, Table 6.120.040.

2. Compensation: City will compensate the County for services at an hourly rate of \$130, calculated to the nearest quarter hour. Total compensation shall not exceed \$5,000 each year for the calendar years

2015 and 2016. This cap on total compensation shall only include time billed to the City for work performed by the County, and shall not include fees collected by the County from applicants for permits to install specialized systems required by the Fire Code under Item '1.G.' above.

3. Method of Payment. The City will pay promptly all charges for services that may be rendered under the terms of this Agreement upon receipt of the invoice. The County shall invoice for all services within the calendar year in which they were rendered.

4. Reports and Documentation. County shall provide City with copies of all reports, notices, orders or other correspondence issued subsequent to work performed under the terms of this Agreement. Except where a case by case reporting is warranted due to the unique or significant nature of the case, when the case involves a discretionary decision which may significantly impact or be in conflict with implementation of other portions of the City's municipal code, or at the written request of the City, the County will provide City with a report each quarter of each calendar year detailing activities performed under the terms of this Agreement.

5. Authority. In fulfilling the terms of this Agreement, the Clark County Fire Marshal and the officers of the Fire Prevention Bureau are delegated the authority granted the fire chief, fire marshal or fire prevention bureau by the International Fire Code, the International Building Code, and other codes or ordinances adopted by the City, except as that authority pertains to the suppression of fires, or the command and or control of emergency situations.

6. Compliance Litigation. Any or all code enforcement required or lawsuits served upon or initiated by the City with respect to enforcing or ensuring compliance with the International Fire Code shall be the responsibility of the City through its appropriate officials.

7. Hold Harmless. Upon determination of liability by a court of competent jurisdiction of liability, assumptions of liability for administration of the IFC, pursuant to this Agreement shall be as follows:

A. The County shall hold harmless the City for any and all claims resulting from its negligent acts or omissions for a period of one (1) year following and arising out of issuance of each occupancy permit for any structure subject to regulation under the IFC as adopted and/or amended by the City and for which a permit was issued by the County.

B. The City shall hold harmless the County for any and all claims resulting from administration and enforcement of the IFC on behalf of the City beginning one (1) year following issuance of an occupancy permit for any structure subject to regulation under the IFC, as adopted and/or amended by the City and for which a permit was issued by the County.\

C. Both the City and County retain their rights to assert a duty only to the public as a whole under the Public Duty Doctrine.

D. Both the City and the County are undertaking this agreement to further the public interest generally and it is agreed between the parties that this agreement is not intended nor shall it be construed to create any third part beneficiary.

8. Appeals. Appeals regarding interpretations of or the suitability of alternate methods or materials to specific provisions of the International

Fire or Building Codes shall be in accordance with the Battle Ground Municipal Code.

9. Terminations. The term of this agreement shall be for two years, subject to extension as authorized. Either the County or the City may terminate this Agreement upon sixty (60) days' written notice. In the event the City shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk of the Board of County Commissioners, and, in the event the County shall desire to terminate this Agreement, said written notice shall be delivered to the Clerk of the City of Battle Ground.

10. Renewal / Extension. This agreement shall be reviewed during the budget cycles of the County and City. If the parties agree to renew the contract, then the parties will make a good faith effort to have the legislative bodies adopt the renewed agreement along with the budget adoption.

11. Record with the Auditor. The County shall record this Agreement following execution by the parties pursuant to RCW 39.34.040.

DATED THIS 18<sup>th</sup> DAY OF November, 2014

CITY OF BATTLE GROUND

By: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_

BOARD OF COUNTY  
COMMISSIONERS FOR CLARK  
COUNTY

By: Rebecca Pitter  
Clerk to the Board

By: Tom Mielke

By: \_\_\_\_\_

APPROVED AS TO FORM:

Christy A. [Signature]

By \_\_\_\_\_